

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY
AND
(AGENCY NAME)

SUBJECT: Participation in the Partnership for Youth Success Program

1. Purpose. This memorandum of agreement (MOA) identifies the parameters of the Partnership for Youth Success (PaYS) Program for enlistment into the US Army and/or the US Army Reserve and/or contract into the US Army ROTC PaYS Program and establishes the responsibilities of the US Army and *(agency name)*.

2. Scope.

a. All parties recognize the considerable value of the PaYS Program to US Army recruiting and to state government. The US Army believes that PaYS will greatly assist in fulfilling its mission to recruit with integrity high quality men and women to meet the requirements of America's Army. Likewise, *(agency name)* will benefit from the employment of intelligent, trained, and responsible men and women with Army values, experience, and proven leadership skills.

b. The US Army is prohibited from endorsing or appearing to endorse a specific state government or agency. All information received by PaYS candidates from recruiters will be used to identify job opportunities related to the enlisted individual's military occupational specialty (MOS) or leadership training or commissioning branch for ROTC PaYS Cadets.

c. *(Agency name)* responsibilities under the PaYS Program extend only to those enlisted PaYS participants whose military service was characterized as honorable or those ROTC Cadets who receive a bachelor's degree and commission. This program applies to the enlisted Soldier's first term of enlistment only or initial entry training for US Army Reserve Soldiers, and to those cadets who successfully complete ROTC requirements. For other former Soldiers, *(agency name)* owes no obligation such as placement or priority placement consideration other than Veterans preference as defined in Article X Section 10 (A) (2) of the Constitution of the State of Louisiana of 1974, but may hire or interview as desired.

3. Responsibilities.

a. The Army's Obligations.

(1) Advise enlistment prospects of the PaYS Program during the initial Army interview. Advise ROTC Cadets of the PaYS Program during contracting.

(2) Advise enlisting prospects, after qualifying for one or more MOSs, of the related job opportunities for which they may be qualified to work after completing their initial term of service or initial entry training for the US Army Reserve. Advise ROTC Cadets of the related job opportunities for which they may be qualified to work after completion of their bachelor's degree and commissioning.

(3) Develop recruiting literature to publicize the PaYS Program, characterizing it as an enlistment incentive.

(4) Provide information to *(agency name)* to assist in maintaining contact with PaYS participants. Provide transition support to Regular Army enlisted Soldiers as they leave military service or as US Army Reserve enlisted Soldiers complete their initial entry training or as ROTC Cadets complete requirements for their bachelor's degree and commission as a Second Lieutenant in the Army National Guard or US Army Reserve.

b. *(Agency Name)* Obligations.

(1) *(Agency name)* will consider and interview all qualified, participating individuals for employment with the agency provided there are forecasted future openings at the time of their enlistment in the US Army or US Army Reserve or at contracting for ROTC PaYS Cadets. Accepted individuals will sign a Statement of Understanding (USAREC/USACC Form 1202) acknowledging the opportunity for employment consideration by *(agency name)*. This opportunity is contingent upon an Honorable Discharge for Regular Army Soldiers or completion of Active Duty Training for Army Reserve Soldiers or receipt of a bachelor's degree and commission for ROTC PaYS Cadets. Should there be no employment opportunities available with *(agency name)* at the time of the enlisted Soldier's separation from the US Army or commissioning for ROTC PaYS Cadets, *(agency name)* will give priority consideration to the PaYS participant when such opportunities become available. Despite this priority consideration, the Louisiana State Government retains the right to determine whether to ultimately hire the PaYS participant based on the PaYS applicant's qualifications which include requirements of state law and/or Civil Service Rules or directives and the needs of the state agency at the time of the enlisted Soldier's separation from the US Army or commissioning for ROTC Cadets. Prior to separation from active duty, *(agency name)* will provide those enlisted individuals the opportunity to be assessed and to interview with a representative of the agency predicated on available job opportunities at that time. *(Agency name)* will interview US Army Reserve PaYS participants within 30 days of completion of their initial entry training. *(Agency name)* will interview the ROTC PaYS Cadet during their senior year of college or after their component and branch have been confirmed. *(Agency name)* may agree to an internship program with the ROTC PaYS Cadet during their education as leadership training permits.

(2) *(Agency name)* understands and acknowledges its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. Secs. 4301-4333, and agrees that it will observe the provisions as to any US Army Reserve PaYS participant that it employs. *(Agency name)* understands that US Army Reserve service obligations may include many types of service, including weekend drills, annual training, additional duty training, and deployments within the United States or to foreign locations.

(3) *(Agency name)* understands and acknowledges that the ROTC PaYS Cadet will attend branch specific training (Basic Officer Leader Course) within one year of their commissioning date.

(4) *(Agency name)* will provide a point of contact within the agency to assist individuals before and during the enrollment process. The point of contact will inform the PaYS helpdesk of any unique hiring procedures. The PaYS helpdesk will use this information to advise PaYS Soldiers and answer questions regarding interviewing procedures.

(5) *(Agency name)* understands that an individual, who initially indicates intent to seek employment with the agency after his or her initial period of enlistment, may later decide to re-enlist in the US Army or in the case of the ROTC PaYS Cadet obtain employment with another company.

(6) *(Agency name)* agrees to provide the Army with joint recruiting opportunities on a periodic basis in various communities served by the agency, such as co-presentations at schools, technical/trade schools, organizations, career fairs and the like. *(Agency name)* will designate these opportunities as market and business conditions dictate.

(7) *(Agency name)* agrees to provide information on the ultimate placement of the PaYS veterans and/or US Army Reserve PaYS Soldiers and/or ROTC PaYS Cadets. The success of this program is determined by the number of Soldiers who interview with their designated partner. Release of interview/hiring information can be limited to raw numbers.

(8) If (*agency name*) uses an electronic process for job application, there must be a built in mechanism to identify Army PaYS Soldiers. This mechanism will ensure PaYS Soldiers receive priority consideration for employment.

4. Termination. Either party hereto may terminate this MOA upon 30 days written notice to the other party. Participants already enlisted in the PaYS Program will not be affected by this termination. Such notice shall be delivered via facsimile or overnight courier service to the parties at the following addresses/facsimile numbers:

AGENCY NAME:	US Army Recruiting Command
ATTN:	ATTN: PaYS Program Manager
ADDRESS:	1307 Third Avenue
ADDRESS:	Fort Knox, Kentucky 40121-2726
FAX:	FAX: (502) 626-1936

5. Participation in the PaYS Program is not a Government contract within the meaning of the Federal Acquisition Regulation, and does not confer upon (*agency name*) Government contractor or subcontractor status for purposes of Executive Order 11246 and other Federal laws.

6. Effective date. This MOA will become effective on the date signed by the US Army military official.

SIGNATURE AUTHORITY
Title
Agency

THOMAS P. BOSTICK
Major General, USA
Commanding
US Army Recruiting Command

(DATE)

(DATE)

W. MONTAGUE WINFIELD
Major General, USA
Commanding
US Army Cadet Command

(DATE)